

Kulschinsky, Edward

From: Belser, Evan
Sent: Monday, August 17, 2015 5:56 PM
To: Chuck Vanden Boom (Ariens Plant 1)
Subject: RE: Ariens Company Inquiry - Regarding Evaporative Emissions Control Information Label

Mr. Vandem Boom,

The EPA does not request that you relabel these potentially 110 units. We will be in touch with any questions and to discuss any next steps. Please do not hesitate to contact me with further questions or concerns.

Evan Belser
Acting Chief, Mobile Source Enforcement Branch, Air Enforcement Division
National Coordinator for Administrative Litigation, Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
202-564-6850

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[REDACTED]

[REDACTED]

Kulschinsky, Edward

From: Guerry, William M. <WGuerry@KelleyDrye.com>
Sent: Monday, August 31, 2015 1:37 PM
To: Belser, Evan
Cc: Austrian, Mark L.
Subject: Citizen Suit Notice Meeting with Many of the affected manufacturers

Confidential

Evan

Thanks for our meeting on Friday. Per my voicemail today—could you please let me know your availability during the middle of the week of September 21st with us and many of affected manufacturers that received the citizen suit notice? Thanks Bill



William Guerry

Kelley Drye & Warren LLP
Washington Harbour, Suite 400
3050 K Street, NW, Washington, DC 20007
o: (202) 342-8858 | m: (301) 318-8719
wguerry@kelleydrye.com
[Website](#)



From: Belser, Evan [mailto:Belser.Evan@epa.gov]
Sent: Friday, August 28, 2015 6:37 PM
To: Guerry, William M. <WGuerry@KelleyDrye.com>
Subject: Citizen Suit Notice Letter, Harbor Frieght

Evan Belser

Acting Chief, Mobile Source Enforcement Branch, Air Enforcement Division
National Coordinator for Administrative Litigation, Office of Civil Enforcement
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Kulschinsky, Edward

From: Belser, Evan
Sent: Monday, August 31, 2015 1:57 PM
To: Guerry, William M.
Cc: Austrian, Mark L.; Kulschinsky, Edward
Subject: Re: Citizen Suit Notice Meeting with Many of the affected manufacturers

We are checking schedules now and will let you know. Thanks for consolidating.

Thanks,
Evan

On Aug 31, 2015, at 1:37 PM, Guerry, William M. <WGuerry@KelleyDrye.com> wrote:

Confidential

Evan

Thanks for our meeting on Friday. Per my voicemail today—could you please let me know your availability during the middle of the week of September 21st with us and many of affected manufacturers that received the citizen suit notice? Thanks Bill



William Guerry

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Kulschinsky, Edward

From: Belser, Evan
Sent: Thursday, September 03, 2015 6:42 PM
To: Guerry, William M.
Cc: Kulschinsky, Edward
Subject: EPA Meeting with Prospective Citizen Suit Defendants

Bill,

Got your VM. We think 9am on Tuesday 9/22 will work for us. We need to confirm a couple more people, but wanted to tell you to see if that works for your team.

Thanks,
Evan & Ed

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Kulschinsky, Edward

From: Guerry, William M. <WGuerry@KelleyDrye.com>
Sent: Friday, September 04, 2015 7:56 AM
To: Belser, Evan
Cc: Kulschinsky, Edward
Subject: Re: EPA Meeting with Prospective Citizen Suit Defendants

Evan. Great. I will circulate that date. Would it be possible to meet at Kelley Drye as I may have a dozen counsel?
Thanks

Sent from my iPhone
Please disregard typos
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On Sep 3, 2015, at 6:42 PM, Belser, Evan <Belser.Evan@epa.gov> wrote:

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Kulschinsky, Edward

From: Kulschinsky, Edward
Sent: Thursday, September 10, 2015 4:26 PM
To: 'Guerry, William M.'
Cc: Belser, Evan
Subject: RE: EPA Meeting with Prospective Citizen Suit Defendants

Hi Bill,

I'm responding to your VM by email, rather than continuing the game of telephone tag. I've sent out a scheduler for 1:00 pm on 9/30. We appreciate the offer to hold the meeting at Kelley Drye, but let's plan to hold the meeting here at EPA HQ.

Thank you,

Ed

Ed Kulschinsky
Attorney-Advisor
Mobile Source Enforcement Branch
Air Enforcement Division
Office of Civil Enforcement
U.S. Environmental Protection Agency
[202-564-4133](tel:202-564-4133)
kulschinsky.edward@epa.gov

From: Guerry, William M. [mailto:WGuerry@KelleyDrye.com]
Sent: Friday, September 04, 2015 7:56 AM
To: Belser, Evan
Cc: Kulschinsky, Edward
Subject: Re: EPA Meeting with Prospective Citizen Suit Defendants

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Kulschinsky, Edward

From: Guerry, William M. <WGuerry@KelleyDrye.com>
Sent: Thursday, September 10, 2015 5:07 PM
To: Kulschinsky, Edward
Cc: Belser, Evan
Subject: Re: EPA Meeting with Prospective Citizen Suit Defendants

Great. That time is good on the 30th. Thanks

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On Sep 10, 2015, at 4:25 PM, Kulschinsky, Edward <Kulschinsky.Edward@epa.gov> wrote:

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Sent: Thursday, September 17, 2015 8:42 AM
To: 'Guerry, William M.'
Cc: Belser, Evan
Subject: RE: EPA Meeting with Prospective Citizen Suit Defendants

Hi Bill,

I'm writing because I just received word that my management is cancelling our meeting for the 30th. Rather than try to reschedule now with the potential shutdown looming, we can plan to circle back in early October and discuss the possibility of rescheduling then. I apologize for the inconvenience.

Ed Kulschinsky
Attorney-Advisor
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From: Guerry, William M. <WGuerry@KelleyDrye.com>
Sent: Monday, September 21, 2015 5:53 PM
To: Belser, Evan
Subject: Meeting

Evan

Thanks for your call. Can we target the afternoon of Oct. 13 for our meeting around 3? Thanks

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Sent: Monday, September 21, 2015 6:33 PM
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It appears that EPA attendees can all attend at 4pm on Oct 13. I am holding that time on our calendars.

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Kulschinsky, Edward

From: Belser, Evan
Sent: Tuesday, October 06, 2015 10:55 AM
To: Guerry, William M.
Cc: Kulschinsky, Edward
Subject: Re: Meeting

Bill, we got your voicemail. You said Wednesday but our meeting is scheduled for next Tuesday at 4pm (as below). Right?

Thanks,
Evan

Evan Belser
Chief, Mobile Source Enforcement Branch
US EPA

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Kulschinsky, Edward

From: Guerry, William M. <WGuerry@KelleyDrye.com>
Sent: Tuesday, October 06, 2015 11:00 AM
To: Belser, Evan
Cc: Kulschinsky, Edward
Subject: RE: Meeting

Evan--yes you are right--4 pm on Tuesday the 13th. I will get you an attendee list this week and would be grateful if you could send me the same for EPA and DOJ. So I expect a large group--how many folks can the EPA room accommodate? Look forward to our meeting--Bill

William Guerry
Kelley Drye & Warren LLP
Washington Harbour, Suite 400
3050 K Street, NW, Washington, DC 20007
o: (202) 342-8858 | m: (301) 318-8719
wguerry@kelleydrye.com
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From: Belser, Evan [mailto:Belser.Evan@epa.gov]
Sent: Tuesday, October 06, 2015 10:55 AM
To: Guerry, William M. <WGuerry@KelleyDrye.com>
Cc: Kulschinsky, Edward <Kulschinsky.Edward@epa.gov>
Subject: Re: Meeting

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Kulschinsky, Edward

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Sent: Tuesday, October 06, 2015 11:02 AM
To: Guerry, William M.
Cc: Kulschinsky, Edward
Subject: Re: Meeting

We could host 10 comfortably, probably 15 at most. We will get you our attendees before the meeting.

Evan Belser
Chief, Mobile Source Enforcement Branch
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> On Oct 6, 2015, at 11:00 AM, Guerry, William M. <WGuerry@KelleyDrye.com> wrote:

>

> Evan--yes you are right--4 pm on Tuesday the 13th. I will get you an
> attendee list this week and would be grateful if you could send me the
> same for EPA and DOJ. So I expect a large group--how many folks can
> the EPA room accommodate? Look forward to our meeting--Bill

>

> William Guerry
> Kelley Drye & Warren LLP
> Washington Harbour, Suite 400
> 3050 K Street, NW, Washington, DC 20007
> o: (202) 342-8858 | m: (301) 318-8719
> wguerry@kelleydrye.com
> Website

>

>

> -----Original Message-----

> From: Belser, Evan [mailto:Belser.Evan@epa.gov]
> Sent: Tuesday, October 06, 2015 10:55 AM
> To: Guerry, William M. <WGuerry@KelleyDrye.com>
> Cc: Kulschinsky, Edward <Kulschinsky.Edward@epa.gov>
> Subject: Re: Meeting

>

> Bill, we got your voicemail. You said Wednesday but our meeting is scheduled for next Tuesday at 4pm (as below).
Right?

>

> Thanks,
> Evan

>

>

> Evan Belser
> Chief, Mobile Source Enforcement Branch US EPA

>

>

>> On Sep 21, 2015, at 7:37 PM, Guerry, William M. <WGuerry@KelleyDrye.com> wrote:

>>

>> Evan. That time works. Thanks

>>

>> ---

>> Sent from my iPhone

>> Please disregard typos

>> 301-318-8719 cell

>> 202-342-8858 office

>>

>>

>>> On Sep 21, 2015, at 6:50 PM, Belser, Evan <Belser.Evan@epa.gov> wrote:

>>>

>>> It appears that EPA attendees can all attend at 4pm on Oct 13. I am holding that time on our calendars.

>>>

>>> -----Original Message-----

>>> From: Guerry, William M. [mailto:WGuerry@KelleyDrye.com]

>>> Sent: Monday, September 21, 2015 5:53 PM

>>> To: Belser, Evan

>>> Subject: Meeting

>>>

>>> Evan

>>> Thanks for your call. Can we target the afternoon of Oct. 13 for our

>>> meeting around 3? Thanks

>>>

>>> ---

>>> Sent from my iPhone

>>> Please disregard typos

>>> 301-318-8719 cell

>>> 202-342-8858 office

>>>

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Drye & Warren LLP for any loss or damage arising in any way from its use.

>

Kulschinsky, Edward

From: Guerry, William M. <WGuerry@KelleyDrye.com>
Sent: Monday, October 12, 2015 10:38 AM
To: Belser, Evan
Subject: List of Attendees

Evan—

Below is a list of the counsel planning to attend tomorrow's meeting at 4:00 PM. Can you please confirm who will be attending from EPA and DOJ?

Coordinating Counsel/KDW—Bill Guerry
Honda—Britt Fleming
Kawasaki—Michael Wiegard
Kohler—Channing Martin
Arien's—Greg Curry
MTD—Heather Ross
Husqvarna—Jill Jacobson
Champion Power—Malcolm Weiss or Bill Wehrum
Briggs & Stratton—Patty Hanz
TTI—Mark Rowe
ECHO—Terry Ditsch
STIHL—Jim Walsh and Bernadette Rappold

Thanks,
Bill

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Kulschinsky, Edward

From: Kulschinsky, Edward
Sent: Tuesday, October 13, 2015 12:24 PM
To: 'Guerry, William M.'
Cc: Belser, Evan
Subject: Meeting - Tuesday, October 13, 2015

Hi Bill,

Today's meeting will be attended by Phill Brooks, Evan Belser, and myself. I look forward to seeing you.

Ed Kulschinsky
Attorney-Advisor
Mobile Source Enforcement Branch
Air Enforcement Division
Office of Civil Enforcement
U.S. Environmental Protection Agency
[202-564-4133](tel:202-564-4133)
kulschinsky.edward@epa.gov

Kulschinsky, Edward

From: Guerry, William M. <WGuerry@KelleyDrye.com>
Sent: Tuesday, October 13, 2015 3:35 PM
To: Belser, Evan
Subject: Re: List of Attendees

Evan. We are through security in the lobby
Thanks

Sent from my iPhone

On Oct 12, 2015, at 10:37 AM, Guerry, William M. <WGuerry@KelleyDrye.com> wrote:

Evan—

Below is a list of the counsel planning to attend tomorrow's meeting at 4:00 PM. Can you please confirm who will be attending from EPA and DOJ?

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Champion Power—Malcolm Weiss or Bill Wehrum
Briggs & Stratton—Patty Hanz
TTI—Mark Rowe
ECHO—Terry Ditsch
STIHL—Jim Walsh and Bernadette Rappold

Thanks,
Bill

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Kulschinsky, Edward

From: Guerry, William M. <WGuerry@KelleyDrye.com>
Sent: Tuesday, October 13, 2015 3:35 PM
To: Kulschinsky, Edward
Subject: Re: Meeting - Tuesday, October 13, 2015

Ed. We are in the lobby

Sent from my iPhone

On Oct 13, 2015, at 12:24 PM, Kulschinsky, Edward <Kulschinsky.Edward@epa.gov> wrote:

Hi Bill,

Today's meeting will be attended by Phill Brooks, Evan Belser, and myself. I look forward to seeing you.

Ed Kulschinsky
Attorney-Advisor
Mobile Source Enforcement Branch
Air Enforcement Division
Office of Civil Enforcement
U.S. Environmental Protection Agency
[202-564-4133](tel:202-564-4133)
kulschinsky.edward@epa.gov

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Kulschinsky, Edward

From: Kulschinsky, Edward
Sent: Tuesday, October 13, 2015 3:37 PM
To: 'Guerry, William M.'
Cc: Belser, Evan
Subject: RE: Meeting - Tuesday, October 13, 2015

Hi Bill, I'll be out shortly.

-Ed

From: Guerry, William M. [mailto:WGuerry@KelleyDrye.com]
Sent: Tuesday, October 13, 2015 3:35 PM
To: Kulschinsky, Edward
Subject: Re: Meeting - Tuesday, October 13, 2015

Ed. We are in the lobby

Sent from my iPhone

On Oct 13, 2015, at 12:24 PM, Kulschinsky, Edward <Kulschinsky.Edward@epa.gov> wrote:

Hi Bill,

Today's meeting will be attended by Phill Brooks, Evan Belser, and myself. I look forward to seeing you.

Ed Kulschinsky
Attorney-Advisor
Mobile Source Enforcement Branch
Air Enforcement Division
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[202-564-4133](tel:202-564-4133)
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Kulschinsky, Edward

From: Zunker, Deb <dzunker@mccarty-law.com>
Sent: Friday, October 16, 2015 2:46 PM
To: dhaltiwanger@rpwb.com
Cc: Belser, Evan; Brooks, Phillip; teresa_w_roseborough@homedepot.com; taylorwm@dhec.sc.gov; scag@scag.gov; Curry, Gregg; Zunker, Deb
Subject: Ariens Company Response to August 19th Citizen Suit Notice of Intent Letter
Attachments: removed.txt; SKM_364e15101613440.pdf

Dear Mr. Haltiwanger:

Please see attached correspondence.

Deb Zunker
Assistant to I. Gregg Curry IV



2401 E. Enterprise Avenue · Appleton WI 54913-7887 · 920-257-2251 · [McCarty Law LLP](#)

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Confidential and Privileged

October 19, 2015

Via Email & FedEx – dhaltiwanger@rpwb.com

Mr. Daniel Haltiwanger

Richardson Patrick, Westbrook & Brickman LLC

1730 Jackson Street

Barnwell, SC 29812

Re: **Notice of Intent to File Citizen Suit**

Dear Mr. Haltiwanger:

We are responding to your allegations set forth in the Notice of Intent (“Notice”) you filed with the EPA on August 19, 2015 on behalf of the South Carolina Clean Air Initiative (SCCAI). This letter responds to your allegations and details the reasons for Briggs & Stratton Corporation’s well-supported conclusions. We are proactively and transparently providing you with all this information so that you and the SCCAI can make a well-informed decision and elect not to file a judicial complaint against Briggs & Stratton for all the reasons set forth in this letter.

I. Analysis of Allegations

The following is a brief response to your claims that Briggs & Stratton’s operator manuals (OMs) are in error. Each of your claims is analyzed below.

A. Warranty Service Impermissibly Limited to Authorized Service Providers/Location Where Service Can Be Performed

The regulations, including 40 C.F.R. § 10XX.101(6), require Briggs & Stratton to honor the emission warranty if the owner chooses independent service providers or third party replacement



parts for *routine maintenance*. This information is provided on page 7 of the operator's manual under "Maintenance" "Emissions Control".

However the regulations also recognize that manufacturer-paid, warranty repair and service (pursuant to the EPA emission warranty) are specifically exempt from these "Open Source" allowances. 40 C.F.R. § 10XX.125(f)(1)¹ explicitly permits Briggs & Stratton to limit services provider and replacement parts to its authorized service providers if it "[provide[s] a component or service without charge under the purchase agreement." The emission warranty (and all components and services provided thereunder) are done so by Briggs & Stratton without charge under the purchase agreement (40 C.F.R. § 10XX.120). Accordingly, Briggs & Stratton has not impermissibly limited its emission warranty to its authorized service providers.

B. Requirement for Term of Warranty Coverage

As you know, Briggs & Stratton offers two warranties for its engine: a general, commercial warranty for the engine in its entirety and an EPA emission warranty as required by 40 C.F.R. § 10XX.120(a). The EPA required emission warranty (page 11) is distinct and subject to different terms than the "Standard Commercial Warranty" (page 10). The EPA Emission Warranty clearly states that the emission warranty period is the greater of two years or the length of the general warranty, whichever is greater. As you obviously know, but try to intentionally obfuscate, Briggs & Stratton's standard, commercial warranty has no connection to the EPA emission warranty.

¹ The term § 10XX refers collectively to 40 C.F.R. Parts 1039, 1051, and 1054, which contain identical regulatory requirements for specific non-road vehicles.

**C. Briggs & Stratton Violates the Requirement for an E-Mail Address.**

Briggs & Stratton provides its telephone number and web address on page 11 of the operator's manual under "Owner's Warranty Responsibilities". The web address provides users with an on-line information request form that is automatically submitted to an individual Briggs & Stratton Support Center employee for warranty assistance (see <http://www.briggsandstratton.com/us/en/support/task-briggs>).

D. Briggs & Stratton Violates the Requirement for Altitude Information

Briggs & Stratton provides the necessary instructions for operating in higher altitudes as required by 40 C.F.R. § 10XX.115(c) on page 6 of the operator's manual under "Fuel Recommendations", "High altitude". This provision clearly states conditions under which adjustment is necessary due to high altitude operation, including impacts on fuel efficiency, emissions and performance without performing the proper adjustment.

E. Briggs & Stratton may have Denied Warranty Claims Due to Fuel Used

In your letter you claim that Briggs & Stratton may have denied warranty claims illegally due to the availability of diesel fuels in the U.S. and Canada. First, you have no factual basis to allege that any warranty service claims have been denied by Briggs & Stratton due to the use of diesel fuel. Second, Briggs & Stratton provides clear instructions on what fuel to use with its products on page 6 of the operator's manual under "Fuel Recommendations".



II. SCCAI Lacks Standing to Bring a CAA Citizens' Suit Against Briggs & Stratton

In your letter, you have failed to identify the members of the SCCAI or explain how they have been harmed—even if your allegations were somehow valid.

In order to have standing to bring this action, SCCAI would have to show: (1) an injury in fact that is concrete, particularized, and actual or imminent; (2) that the injury is fairly traceable to Briggs & Stratton's challenged conduct; and (3) that it is likely that the alleged injury will be redressed by a favorable decision. *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560–61 (1992). In this matter, you have not even suggested that SCCAI actually encountered—much less was injured or impacted by—the alleged CAA violations. SCCAI's speculate “general interest” is insufficient to confer Article III standing. *See Washington Envtl. Council v. Bellon*, 732 F.3d 1131, 1147 (9th Cir. 2013) (dismissing a CAA citizens' suit because the plaintiffs failed to satisfy *Lujan*'s causality or redressability prongs). “The relevant showing for purposes of Article III standing . . . is not injury to the environment but injury to the plaintiff.” (*Families for Asbestos Compliance Testing & Safety v. City of St. Louis, Mo.*, 638 F. Supp. 2d 1117, 1125 (E.D. Mo. 2009) (citing *Friends of the Earth, Inc. v. Laidlaw Envtl. Servs. (TOC), Inc.*, 528 U.S. 167, 169 (2000)). (See also *Potra v. Jacobson Co.*, 2014 WL 1275594 (N.D. Ga. 2014) (dismissing a CAA citizens' suit because the plaintiffs failed to show that they were impacted by the defendants' conduct “in a personal and individual way”)). SCCAI clearly does not have standing because it has not been directly injured by any of the alleged CAA violations.



III. Attorneys Fees and Sanctions

Federal Rule of Civil Procedure 11 directs district courts to impose sanctions against a litigant who signs frivolous or abusive pleadings. There is recent precedent supporting a substantial award of attorneys' fees in these circumstances. In *Sierra Club v. Energy Future Holdings Corp.*, No. 6:12-cv-00108-WSS, ECF No. 305 (W.D. Tx. Aug. 29, 2014), the court awarded \$6.4 million in attorneys' fees in a citizen suit case brought by the Sierra Club, following an award of summary judgment in the case. The Court determined that the Sierra Club claims were frivolous from inception and that plaintiff was informed about the frivolous nature of its allegations prior to filing suit. This letter similarly provides you with such information in this matter.

IV. Defamation Precedent

Under South Carolina law, defamation involves the publication of a false statement to a third party that results in injury to another, including injury to one's reputation or business. *See Erickson v. Jones St. Publr's., LLC*, 368 S.C. 444, 465-66 (S.C. 2006). Compensatory damages for defamation are not limited to out-of-pocket expenses ("special damages"); they also include "general damages." *Id.* at 465 n.6. General damages "include injury to reputation ... and similar types of injuries which are not capable of definite money valuation." *Id.* *See also Fountain v. First Reliance Bank*, 398 S.C. 434, 442 (S.C. 2012).

For the reasons set forth above, we respectfully urge you to carefully analyze the information transparently contained in this letter and not to commence any Federal litigation.



Please contact me with any questions.

Sincerely,

Briggs & Stratton Corporation

A handwritten signature in blue ink that reads "Patricia M. Hanz". The signature is fluid and cursive, with a large initial "P" and "H".

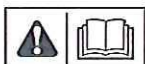
Patricia M. Hanz

Deputy General Counsel

Attachment



(en) *Operator's Manual*
(es) *Manual del Operario*
(fr) *Manuel de l'opérateur*

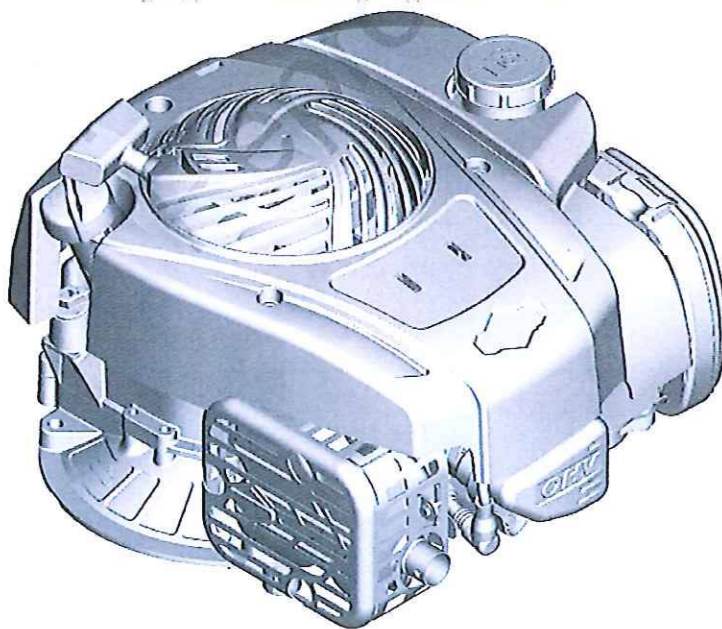


Model 80000

E Series™ 300e Series™
450e Series™

Model 90000

E Series™ 500e Series™
EX Series™ 550e Series™
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Form No. 381266TRI
Revision: G

English

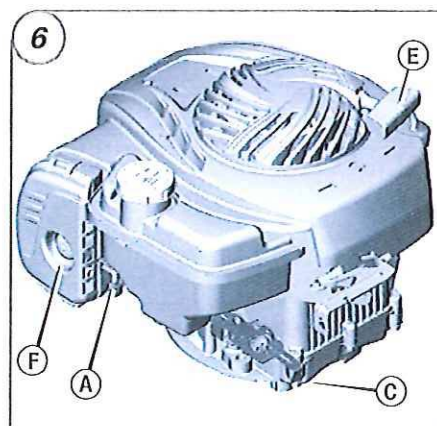
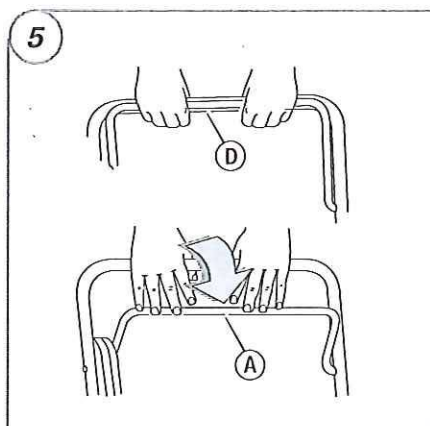
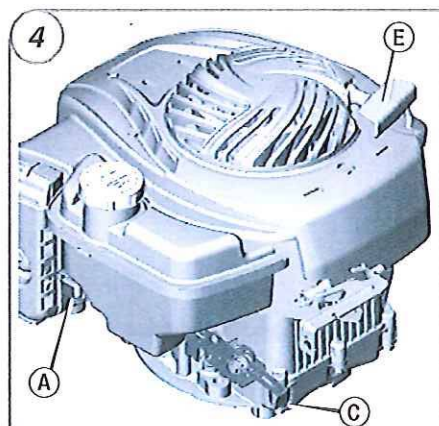
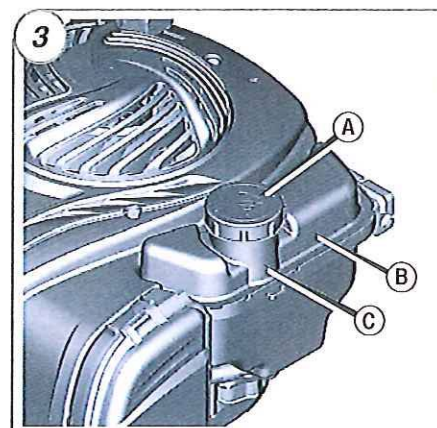
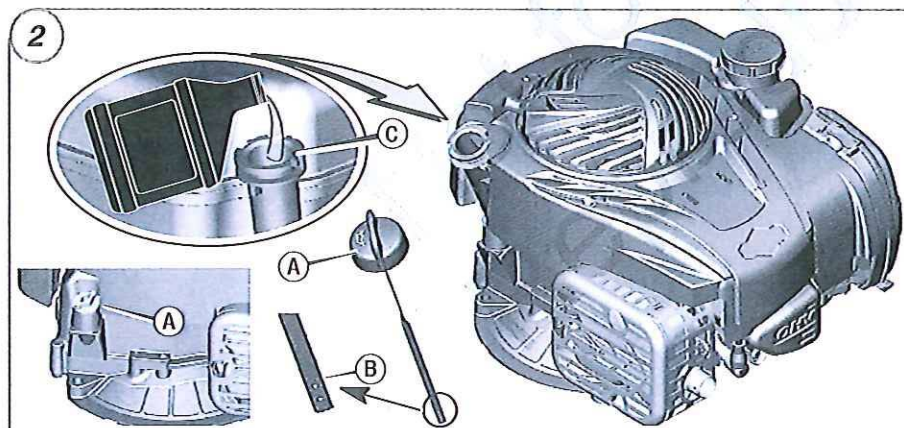
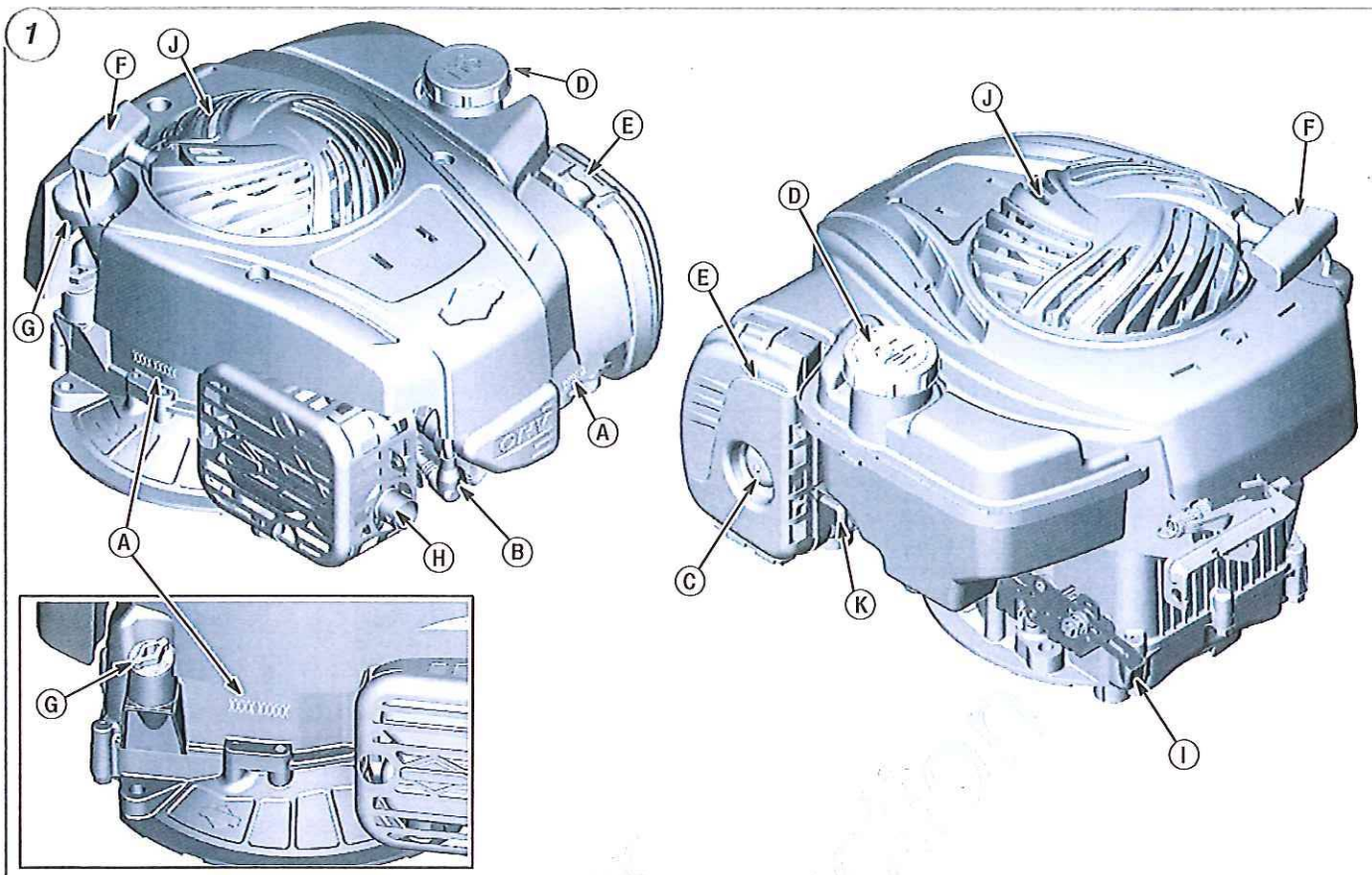
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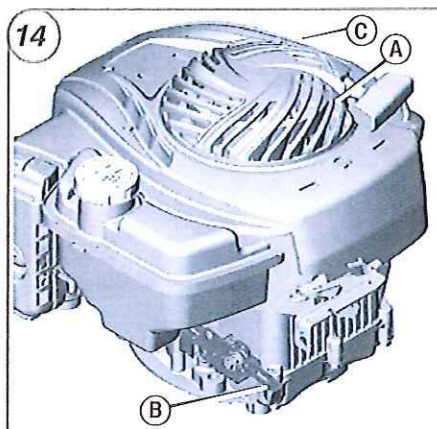
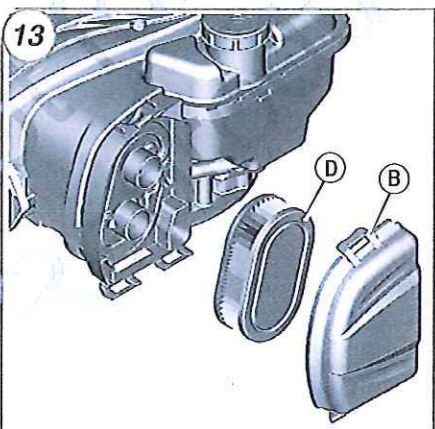
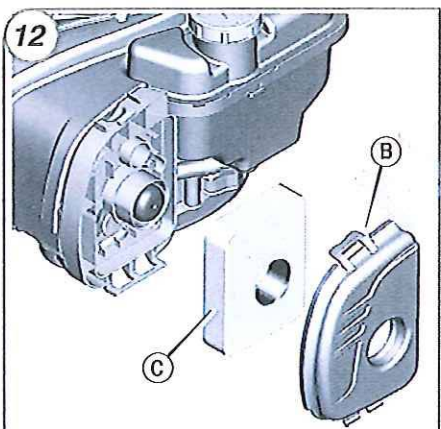
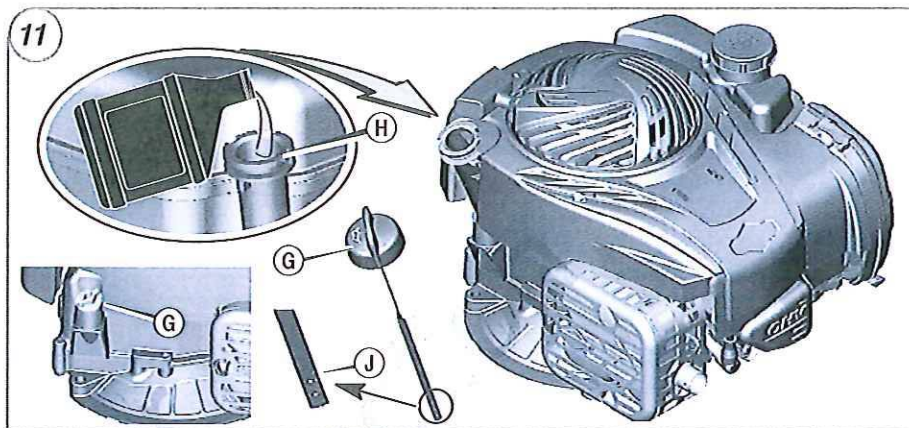
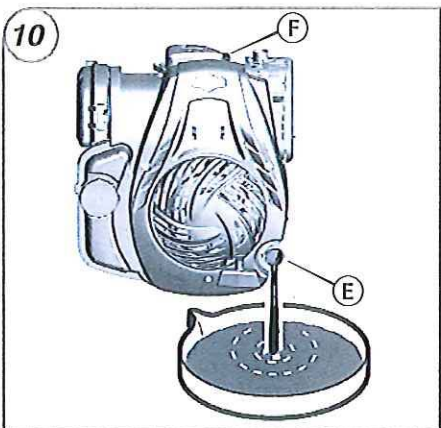
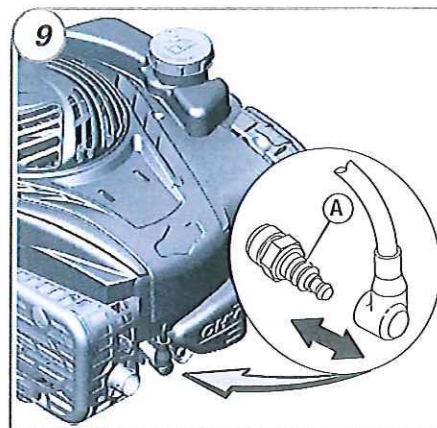
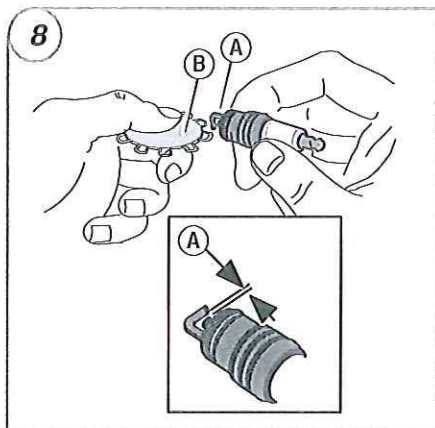
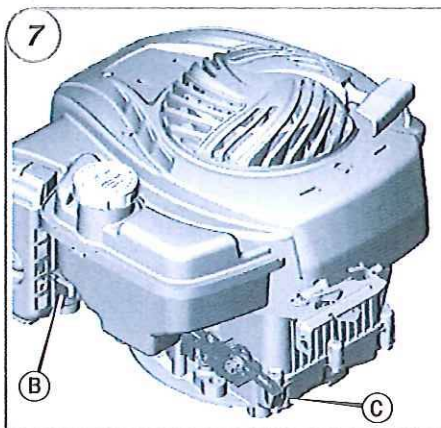
Español

es

Français

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General Information

This manual contains safety information to make you aware of the hazards and risks associated with engines and how to avoid them. It also contains instructions for the proper use and care of the engine. Because Briggs & Stratton Corporation does not necessarily know what equipment this engine will power, it is important that you read and understand these instructions and the instructions for the equipment. **Save these original instructions for future reference.**

For replacement parts or technical assistance, record below the engine model, type, and code numbers along with the date of purchase. These numbers are located on your engine (see the **Features and Controls** page).

Date of purchase: _____ MM/DD/YYYY

Engine model: _____

Model:

Type:

Code:

Look for the 2D barcode located on some engines. When viewed with a 2D-capable device, the code will bring up our website where you can access support information for this product. Data rates apply. Some countries may not have online support information available.







Power Ratings: The gross power rating for individual gasoline engine models is labeled in accordance with SAE (Society of Automotive Engineers) code J1940 Small Engine Power & Torque Rating Procedure, and is rated in accordance with SAE J1995. Torque values are derived at 2600 RPM for those engines with "rpm" called out on the label and 3060 RPM for all others; horsepower values are derived at 3600 RPM. The gross power curves can be viewed at www.BRIGGSandSTRATTON.COM. Net power values are taken with exhaust and air cleaner installed whereas gross power values are collected without these attachments. Actual gross engine power will be higher than net engine power and is affected by, among other things, ambient operating conditions and engine-to-engine variability. Given the wide array of products on which engines are placed, the gasoline engine may not develop the rated gross power when used in a given piece of power equipment. This difference is due to a variety of factors including, but not limited to, the variety of engine components (air cleaner, exhaust, charging, cooling, carburetor, fuel pump, etc.), application limitations, ambient operating conditions (temperature, humidity, altitude), and engine-to-engine variability. Due to manufacturing and capacity limitations, Briggs & Stratton may substitute an engine of higher rated power for this engine.

Operator Safety


SAFETY AND CONTROL SYMBOLS





The safety alert symbol  is used to identify safety information about hazards that can result in personal injury. A signal word (DANGER, WARNING, or CAUTION) is used with the alert symbol to indicate the likelihood and the potential severity of injury. In addition, a hazard symbol may be used to represent the type of hazard.

-  **DANGER** indicates a hazard which, if not avoided, will result in death or serious injury.
-  **WARNING** indicates a hazard which, if not avoided, could result in death or serious injury.
-  **CAUTION** indicates a hazard which, if not avoided, could result in minor or moderate injury.

NOTICE indicates a situation that could result in damage to the product.

 **WARNING**
Certain components in this product and its related accessories contain chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm. Wash hands after handling.

 **WARNING**
The engine exhaust from this product contains chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

 **WARNING**
Briggs & Stratton Engines are not designed for and are not to be used to power: fun-karts; go-karts; children's, recreational, or sport all-terrain vehicles (ATVs); motorbikes; hovercraft; aircraft products; or vehicles used in competitive events not sanctioned by Briggs & Stratton. For information about competitive racing products, see www.briggsracing.com. For use with utility and side-by-side ATVs, please contact Briggs & Stratton Engine Application Center, 1-866-927-3349. Improper engine application may result in serious injury or death.

NOTICE: This engine was shipped from Briggs & Stratton without oil. Before you start the engine, make sure you add oil according to the instructions in this manual. If you start the engine without oil, it will be damaged beyond repair and will not be covered under warranty.



WARNING



Fuel and its vapors are extremely flammable and explosive.
Fire or explosion can cause severe burns or death.

When Adding Fuel

- Turn engine off and let engine cool at least 2 minutes before removing the fuel cap.
- Fill fuel tank outdoors or in well-ventilated area.
- Do not overfill fuel tank. To allow for expansion of the fuel, do not fill above the bottom of the fuel tank neck.
- Keep fuel away from sparks, open flames, pilot lights, heat, and other ignition sources.
- Check fuel lines, tank, cap, and fittings frequently for cracks or leaks. Replace if necessary
- If fuel spills, wait until it evaporates before starting engine.

When Starting Engine

- Ensure that spark plug, muffler, fuel cap and air cleaner (if equipped) are in place and secured.
- Do not crank engine with spark plug removed.
- If engine floods, set choke (if equipped) to OPEN/RUN position, move throttle (if equipped) to FAST position and crank until engine starts.

When Operating Equipment

- Do not tip engine or equipment at angle which causes fuel to spill.
- Do not choke the carburetor to stop engine.
- Never start or run the engine with the air cleaner assembly (if equipped) or the air filter (if equipped) removed.

When Changing Oil

- When you drain the oil from the top oil fill tube, the fuel tank must be empty or fuel can leak out and result in a fire or explosion.

When Tipping Unit for Maintenance

- When performing maintenance that requires the unit to be tipped, the fuel tank must be empty or fuel can leak out and result in a fire or explosion.

When Transporting Equipment

- Transport with fuel tank EMPTY or with fuel shut-off valve OFF.

When Storing Fuel Or Equipment With Fuel In Tank

- Store away from furnaces, stoves, water heaters or other appliances that have pilot lights or other ignition sources because they can ignite fuel vapors.



WARNING



Rapid retraction of starter cord (kickback) will pull hand and arm toward engine faster than you can let go.

Broken bones, fractures, bruises or sprains could result.

- When starting engine, pull the starter cord slowly until resistance is felt and then pull rapidly to avoid kickback.
- Remove all external equipment/engine loads before starting engine.
- Direct-coupled equipment components such as, but not limited to, blades, impellers, pulleys, sprockets, etc., must be securely attached.



WARNING



Rotating parts can contact or entangle hands, feet, hair, clothing, or accessories.

Traumatic amputation or severe laceration can result.

- Operate equipment with guards in place.
- Keep hands and feet away from rotating parts.
- Tie up long hair and remove jewelry.
- Do not wear loose-fitting clothing, dangling drawstrings or items that could become caught.



WARNING



Running engines produce heat. Engine parts, especially muffler, become extremely hot.

Severe thermal burns can occur on contact.



Combustible debris, such as leaves, grass, brush, etc. can catch fire.

- Allow muffler, engine cylinder and fins to cool before touching.
- Remove accumulated debris from muffler area and cylinder area.
- It is a violation of California Public Resource Code, Section 4442, to use or operate the engine on any forest-covered, brush-covered, or grass-covered land unless the exhaust system is equipped with a spark arrester, as defined in Section 4442, maintained in effective working order. Other states or federal jurisdictions may have similar laws. Contact the original equipment manufacturer, retailer, or dealer to obtain a spark arrester designed for the exhaust system installed on this engine.



WARNING



Starting engine creates sparking.
Sparking can ignite nearby flammable gases.
Explosion and fire could result.

- If there is natural or LP gas leakage in area, do not start engine.
- Do not use pressurized starting fluids because vapors are flammable.



WARNING



POISONOUS GAS HAZARD. Engine exhaust contains carbon monoxide, a poisonous gas that could kill you in minutes. You CANNOT see it, smell it, or taste it. Even if you do not smell exhaust fumes, you could still be exposed to carbon monoxide gas. If you start to feel sick, dizzy, or weak while using this product, shut it off and get to fresh air RIGHT AWAY. See a doctor. You may have carbon monoxide poisoning.

- Operate this product ONLY outside far away from windows, doors and vents to reduce the risk of carbon monoxide gas from accumulating and potentially being drawn towards occupied spaces.
- Install battery-operated carbon monoxide alarms or plug-in carbon monoxide alarms with battery back-up according to the manufacturer's instructions. Smoke alarms cannot detect carbon monoxide gas.
- DO NOT run this product inside homes, garages, basements, crawlspaces, sheds, or other partially-enclosed spaces even if using fans or opening doors and windows for ventilation. Carbon monoxide can quickly build up in these spaces and can linger for hours, even after this product has shut off.
- ALWAYS place this product downwind and point the engine exhaust away from occupied spaces.



WARNING



Unintentional sparking can result in fire or electric shock.

Unintentional start-up can result in entanglement, traumatic amputation, or laceration.



Fire hazard

Before performing adjustments or repairs:

- Disconnect the spark plug wire and keep it away from the spark plug.
- Disconnect battery at negative terminal (only engines with electric start.)
- Use only correct tools.
- Do not tamper with governor spring, links or other parts to increase engine speed.
- Replacement parts must be of the same design and installed in the same position as the original parts. Other parts may not perform as well, may damage the unit, and may result in injury.
- Do not strike the flywheel with a hammer or hard object because the flywheel may later shatter during operation.

When testing for spark:

- Use approved spark plug tester.
- Do not check for spark with spark plug removed.

Features and Controls

Compare the illustration ^① with your engine to familiarize yourself with the location of various features and controls.

- A. Engine Identification Model Type Code
- B. Spark Plug
- C. Primer (optional)
- D. Fuel Tank and Cap
- E. Air Cleaner
- F. Starter Cord Handle
- G. Dipstick
- H. Muffler
- I. Muffler Guard (optional)
- J. Spark Arrester (optional)
- K. Throttle Control (optional)
- L. Finger Guard
- M. Stop Switch (optional)

#5

#4

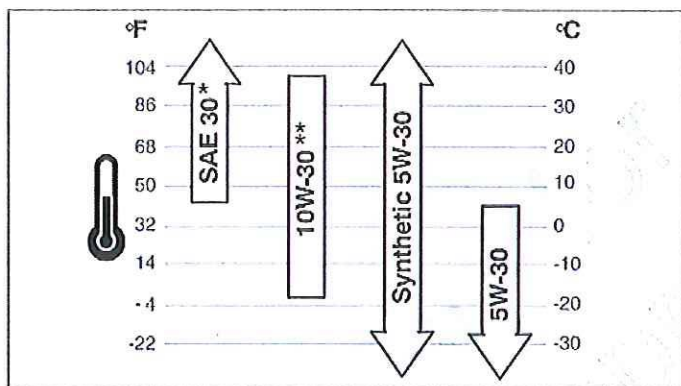
Operation

Oil capacity (see the Specifications section)

Oil Recommendations

We recommend the use of Briggs & Stratton Warranty Certified oils for best performance. Other high-quality detergent oils are acceptable if classified for service SF, SG, SH, SJ or higher. Do not use special additives.

Outdoor temperatures determine the proper oil viscosity for the engine. Use the chart to select the best viscosity for the outdoor temperature range expected.



* Below 40 °F (4 °C) the use of SAE 30 will result in hard starting.

** Above 80 °F (27 °C) the use of 10W-30 may cause increased oil consumption. Check oil level more frequently.

How To Check/Add Oil - Figure ^②

Before adding or checking the oil

- ☐ Place engine level.
- ☐ Clean the oil fill area of any debris.
- 1. Remove the dipstick (A) and wipe with a clean cloth (Figure 2).
- 2. Insert and tighten the dipstick.
- 3. Remove the dipstick and check the oil level. It should be at the top of the full indicator (B) on the dipstick.
- 4. If low, add oil slowly into the engine oil fill (C). Do not overfill. After adding oil, wait one minute and then recheck the oil level.
- 5. Replace and tighten the dipstick.

Low Oil Protection System (if equipped)

Some engines are equipped with a low oil sensor. If the oil is low, the sensor will either activate a warning light or stop the engine. Stop the engine and follow these steps before restarting the engine.

- ☐ Make sure the engine is level.
- ☐ Check the oil level. See the How To Check/Add Oil section.
- ☐ If the oil level is low, add the proper amount of oil. Start the engine and make sure the warning light (if equipped) is not activated.
- ☐ If the oil level is not low, do not start the engine. Contact an Authorized Briggs & Stratton Dealer to have the oil problem corrected.

Fuel Recommendations

Fuel must meet these requirements:

- ☐ Clean, fresh, unleaded gasoline.
- ☐ A minimum of 87 octane/87 AKI (91 RON). High altitude use, see below.
- ☐ Gasoline with up to 10% ethanol (gasohol) is acceptable.

CAUTION: Do not use unapproved gasolines, such as E15 and E85. Do not mix oil in gasoline or modify the engine to run on alternate fuels. Use of unapproved fuels will cause damage to engine components, which will not be covered under warranty.

To protect the fuel system from gum formation, mix a fuel stabilizer into the fuel. See Storage. All fuel is not the same. If starting or performance problems occur, change fuel providers or change brands. This engine is certified to operate on gasoline. The emissions control system for this engine is EM (Engine Modifications).

High Altitude

At altitudes over 5,000 feet (1524 meters), a minimum 85 octane/85 AKI (89 RON) gasoline is acceptable. To remain emissions compliant, high altitude adjustment is required. Operation without this adjustment will cause decreased performance, increased fuel consumption, and increased emissions. See an authorized Briggs & Stratton Dealer for high altitude adjustment information.

Operation of the engine at altitudes below 2,500 feet (762 meters) with high altitude adjustment is not recommended.

How To Add Fuel - Figure ^③



WARNING



Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.



When Adding Fuel

- ☐ Turn engine off and let engine cool at least 2 minutes before removing the fuel cap.
- ☐ Fill fuel tank outdoors or in a well-ventilated area.
- ☐ Do not overfill fuel tank. To allow for expansion of the fuel, do not fill above the bottom of the fuel tank neck.
- ☐ Keep fuel away from sparks, open flames, pilot lights, heat, and other ignition sources.
- ☐ Check fuel lines, tank, cap, and fittings frequently for cracks or leaks. Replace if necessary.
- ☐ If fuel spills, wait until it evaporates before starting engine.

1. Clean the fuel cap area of dirt and debris. Remove the fuel cap (A, Figure 3).
2. Fill the fuel tank (B) with fuel. To allow for expansion of the fuel, do not fill above the bottom of the fuel tank neck (C).
3. Reinstall the fuel cap.

How To Start The Engine



WARNING



Rapid retraction of starter cord (kickback) will pull hand and arm toward engine faster than you can let go. Broken bones, fractures, bruises or sprains could result.



- ☐ When starting engine, pull the starter cord slowly until resistance is felt and then pull rapidly to avoid kickback.



WARNING



Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.



When Starting Engine

- ☐ Ensure that spark plug, muffler, fuel cap and air cleaner (if equipped) are in place and secured.
- ☐ Do not crank engine with spark plug removed.
- ☐ If engine floods, set choke (if equipped) to OPEN/RUN position, move throttle (if equipped) to FAST position and crank until engine starts.



WARNING



POISONOUS GAS HAZARD. Engine exhaust contains carbon monoxide, a poisonous gas that could kill you in minutes. You CANNOT see it, smell it, or taste it. Even if you do not smell exhaust fumes, you could still be exposed to carbon monoxide gas. If you start to feel sick, dizzy, or weak while using this product, shut it off and get to fresh air RIGHT AWAY. See a doctor. You may have carbon monoxide poisoning.

- ❑ Operate this product ONLY outside far away from windows, doors and vents to reduce the risk of carbon monoxide gas from accumulating and potentially being drawn towards occupied spaces.
- ❑ Install battery-operated carbon monoxide alarms or plug-in carbon monoxide alarms with battery back-up according to the manufacturer's instructions. Smoke alarms cannot detect carbon monoxide gas.
- ❑ DO NOT run this product inside homes, garages, basements, crawlspaces, sheds, or other partially-enclosed spaces even if using fans or opening doors and windows for ventilation. Carbon monoxide can quickly build up in these spaces and can linger for hours, even after this product has shut off.
- ❑ ALWAYS place this product downwind and point the engine exhaust away from occupied spaces.

NOTICE: This engine was shipped from Briggs & Stratton without oil. Before you start the engine, make sure you add oil according to the instructions in this manual. If you start the engine without oil, it will be damaged beyond repair and will not be covered under warranty.

Determine The Starting System

Before starting the engine, you must determine the type of starting system that is on your engine. Your engine will have one of the following types.

- ❑ **ReadyStart® System:** This features a temperature controlled automatic choke. It does not have a manual choke or a primer.
- ❑ **Primer System:** This features a red primer to be used for starting in cool temperatures. It does not have a manual choke.

To start your engine, follow the instructions for your type of starting system.

Note: Equipment may have remote controls. See the equipment manual for location and operation of remote controls.

ReadyStart® System - Figure 4 5

1. Check the oil level. See the How To Check/Add Oil section.
2. Make sure equipment drive controls, if equipped, are disengaged.
3. Push the stop switch (A, Figure 4), if equipped, to the on position.
4. Move the throttle control (C, Figure 4), if equipped, to the fast position. Operate the engine in the fast position.
5. If the product is equipped with an engine stop lever (D), hold the engine stop lever against the handle (Figure 5).

6. Firmly hold the starter cord handle (E). Pull the starter cord handle slowly until resistance is felt, then pull rapidly (Figure 4).

Note: If the engine does not start after repeated attempts, go to BRIGGSandSTRATTON.COM or call 1-800-233-3723 (in USA).



WARNING: Rapid retraction of the starter cord (kickback) will pull your hand and arm toward the engine faster than you can let go. Broken bones, fractures, bruises or sprains could result. When starting engine, pull the starter cord slowly until resistance is felt and then pull rapidly to avoid kickback.

Primer System - Figure 5 6

1. Check the oil level. See the How To Check/Add Oil section.
2. Make sure equipment drive controls, if equipped, are disengaged.
3. Push the stop switch (A, Figure 6), if equipped, to the on position.
4. Move the throttle control (C, Figure 6), if equipped, to the fast position. Operate the engine in the fast position.
5. Push the red primer (F) three times.
Note: Priming is usually unnecessary when restarting a warm engine.
Note: If you push the primer too many times, excessive fuel will flood the carburetor and the engine will be difficult to start.
6. If the product is equipped with an engine stop lever (D), hold the engine stop lever against the handle (Figure 5).
7. Firmly hold the starter cord handle (E). Pull the starter cord handle slowly until resistance is felt, then pull rapidly (Figure 6).
Note: If the engine does not start after repeated attempts, repeat Steps 5, 6, and 7. If it still does not start, go to BRIGGSandSTRATTON.COM or call 1-800-233-3723 (in USA).



WARNING: Rapid retraction of the starter cord (kickback) will pull your hand and arm toward the engine faster than you can let go. Broken bones, fractures, bruises or sprains could result. When starting engine, pull the starter cord slowly until resistance is felt and then pull rapidly to avoid kickback.

How To Stop The Engine - Figure 5 7

Release the engine stop lever (A, Figure 5)

Engine with Stop Switch: Push the stop switch (B, Figure 7) to the off position or

Engine with Throttle Control: Move the throttle control (C, Figure 7) to the stop position.

Maintenance

NOTICE: If the engine is tipped during maintenance, the fuel tank must be empty and the spark plug side must be up. If the fuel tank is not empty and if the engine is tipped in any other direction, it may be difficult to start due to oil or gasoline contaminating the air filter and/or the spark plug.



WARNING: When performing maintenance that requires the unit to be tipped, the fuel tank must be empty or fuel can leak out and result in a fire or explosion.

We recommend that you see any Briggs & Stratton Authorized Dealer for all maintenance and service of the engine and engine parts.

NOTICE: All the components used to build this engine must remain in place for proper operation.

#1

Emissions Control

Maintenance, replacement, or repair of the emissions control devices and systems may be performed by any non-road engine repair establishment or individual. However, to obtain "no charge" emissions control service, the work must be performed by a factory authorized dealer. See the Emissions Warranty.



WARNING



Unintentional sparking can result in fire or electric shock.



Unintentional start-up can result in entanglement, traumatic amputation, or laceration.



Fire hazard

Before performing adjustments or repairs:

- ❑ Disconnect the spark plug wire and keep it away from the spark plug.
- ❑ Disconnect battery at negative terminal (only engines with electric start.)
- ❑ Use only correct tools.
- ❑ Do not tamper with governor spring, links or other parts to increase engine speed.
- ❑ Replacement parts must be of the same design and installed in the same position as the original parts. Other parts may not perform as well, may damage the unit, and may result in injury.
- ❑ Do not strike the flywheel with a hammer or hard object because the flywheel may later shatter during operation.

When testing for spark:

- ❑ Use approved spark plug tester.
- ❑ Do not check for spark with spark plug removed.

Maintenance Chart

First 5 Hours
<ul style="list-style-type: none"> Change oil
Every 8 Hours or Daily
<ul style="list-style-type: none"> Check engine oil level Clean area around muffler and controls Clean finger guard
Every 25 Hours or Annually
<ul style="list-style-type: none"> Clean air filter *
Every 50 Hours or Annually
<ul style="list-style-type: none"> Change engine oil Check muffler and spark arrester
Annually
<ul style="list-style-type: none"> Replace air filter Replace spark plug Clean air cooling system *

* In dusty conditions or when airborne debris is present, clean more often.

Carburetor And Engine Speed Adjustment

Never make adjustments to the carburetor or engine speed. The carburetor was set at the factory to operate efficiently under most conditions. Do not tamper with the governor spring, linkages, or other parts to change the engine speed. If any adjustments are required contact a Briggs & Stratton Authorized Service Center for service.

NOTICE: The equipment manufacturer specifies the maximum speed for the engine as installed on the equipment. Do not exceed this speed. If you are unsure what the equipment maximum speed is, or what the engine speed is set to from the factory, contact a Briggs & Stratton Authorized Service Center for assistance. For safe and proper operation of the equipment, the engine speed should be adjusted only by a qualified service technician.

Inspect Muffler And Spark Arrester - Figure ①



WARNING



Running engines produce heat. Engine parts, especially muffler, become extremely hot.



Severe thermal burns can occur on contact.

Combustible debris, such as leaves, grass, brush, etc. can catch fire.

- Allow muffler, engine cylinder and fins to cool before touching.
- Remove accumulated debris from muffler area and cylinder area.
- It is a violation of California Public Resource Code, Section 4442, to use or operate the engine on any forest-covered, brush-covered, or grass-covered land unless the exhaust system is equipped with a spark arrester, as defined in Section 4442, maintained in effective working order. Other states or federal jurisdictions may have similar laws. Contact the original equipment manufacturer, retailer, or dealer to obtain a spark arrester designed for the exhaust system installed on this engine.

Remove accumulated debris from muffler area and cylinder area. Inspect the muffler (H, Figure 1) for cracks, corrosion, or other damage. Remove the spark arrester, if equipped, and inspect for damage or carbon blockage. If damage is found, install replacement parts before operating.



WARNING: Replacement parts must be of the same design and installed in the same position as the original parts. Other parts may not perform as well, may damage the unit, and may result in injury.

How To Replace The Spark Plug - Figure ⑧

Check the gap (A, Figure 8) with a wire gauge (B). If necessary, reset the gap. Install and tighten the spark plug to the recommended torque. For gap setting or torque, see the *Specifications* section.

Note: In some areas, local law requires using a resistor spark plug to suppress ignition signals. If this engine was originally equipped with a resistor spark plug, use the same type for replacement.

How To Change The Oil - Figure ⑨ ⑩ ⑪



WARNING



Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.

- When you drain the oil from the top oil fill tube, the fuel tank must be empty or fuel can leak out and result in a fire or explosion.

Used oil is a hazardous waste product and must be disposed of properly. Do not discard with household waste. Check with your local authorities, service center, or dealer for safe disposal/recycling facilities.

Remove Oil

The oil must be drained from the top oil fill tube (E, Figure 10).

- With engine off but still warm, disconnect the spark plug wire (A) and keep it away from the spark plug (Figure 9).
- Remove the dipstick (G, Figure 11).
- When you drain the oil from the top oil fill tube (E), keep the spark plug end of the engine (F) up (Figure 10). Drain the oil into an approved container.



WARNING: When you drain the oil from the top oil fill tube, the fuel tank must be empty or fuel can leak out and result in a fire or explosion. To empty the fuel tank, run the engine until it stops from lack of fuel.

Add Oil

- Place engine level.
 - Clean the oil fill area of any debris.
 - See the *Specifications* section for oil capacity.
- Remove the dipstick (G) and wipe with a clean cloth (Figure 11).
 - Pour the oil slowly into the engine oil fill (H). Do not overfill. After adding oil, wait one minute and then check the oil level.
 - Install and tighten the dipstick.
 - Remove the dipstick and check the oil level. It should be at the top of the full indicator (J) on the dipstick.
 - Install and tighten the dipstick.

How To Service The Air Filter - Figure ⑫ ⑬



WARNING



Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.

- Never start or run the engine with the air cleaner assembly (if equipped) or the air filter (if equipped) removed.

NOTICE: Do not use pressurized air or solvents to clean the filter. Pressurized air can damage the filter and solvents will dissolve the filter.

Two types of air filter systems are shown, a *Standard* and a *High Capacity*. Determine the type installed on your engine and service as follows.

Standard Air Filter - Figure ⑫

The air cleaner system uses a foam element that can be washed and reused.

- Open the cover (B, Figure 12).
- Remove the foam element (C).
- Wash the foam element in liquid detergent and water. Squeeze dry the foam element in a clean cloth.
- Saturate the foam element with clean engine oil. To remove the excess engine oil, squeeze the foam element in a clean cloth.
- Install the foam element (C).
- Close the cover (B).

High Capacity Air Filter - Figure ⑬

The air cleaner system uses a pleated filter.

- Open the cover (B, Figure 13).
- Remove the filter (D).
- To loosen debris, gently tap the filter on a hard surface. If the filter is excessively dirty, replace with a new filter.
- Install the filter (D).
- Close the cover (B).

How To Clean The Air Cooling System - Figure 14



WARNING



Running engines produce heat. Engine parts, especially muffler, become extremely hot.

Severe thermal burns can occur on contact.



Combustible debris, such as leaves, grass, brush, etc. can catch fire.

- Allow muffler, engine cylinder and fins to cool before touching.
- Remove accumulated debris from muffler area and cylinder area.

NOTICE: Do not use water to clean the engine. Water could contaminate the fuel system. Use a brush or dry cloth to clean the engine.

This is an air cooled engine. Dirt or debris can restrict air flow and cause the engine to overheat, resulting in poor performance and reduced engine life.

Use a brush or dry cloth to remove debris from the finger guard (A). Keep linkage, springs and controls (B) clean. Keep the area around and behind the muffler (C) free of any combustible debris (Figure 14).

Storage



WARNING



Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.



When Storing Fuel Or Equipment With Fuel In Tank

- Store away from furnaces, stoves, water heaters or other appliances that have pilot lights or other ignition sources because they can ignite fuel vapors.

Fuel System

Fuel can become stale when stored over 30 days. Stale fuel causes acid and gum deposits to form in the fuel system or on essential carburetor parts. To keep fuel fresh, use Briggs & Stratton Advanced Formula Fuel Treatment & Stabilizer, available wherever Briggs & Stratton genuine service parts are sold.

For engines equipped with a FRESH START® fuel cap, use Briggs & Stratton FRESH START® available in a drip concentrate cartridge.

There is no need to drain gasoline from the engine if a fuel stabilizer is added according to instructions. Run the engine for 2 minutes to circulate the stabilizer throughout the fuel system before storage.

If gasoline in the engine has not been treated with a fuel stabilizer, it must be drained into an approved container. Run the engine until it stops from lack of fuel. The use of a fuel stabilizer in the storage container is recommended to maintain freshness.

Engine Oil

While the engine is still warm, change the engine oil.

NOTICE: Store the engine level (normal operating position). If the engine is tipped for storage, the fuel tank must be empty and the spark plug side must be up. If the fuel tank is not empty and if the engine is tipped in any other direction, it may be difficult to start due to oil or gasoline contaminating the air filter and/or the spark plug.

Troubleshooting

Need Assistance? Go to BRIGGSandSTRATTON.COM or call 1-800-233-3723 (in USA).

Specifications

Engine Specifications

Model	80000
Displacement	7.63 ci (125 cc)
Bore	2.362 in (60 mm)
Stroke	1.750 in (44.45 mm)
Oil Capacity	15 oz (0.44 L)

Engine Specifications

Model	90000
Displacement	8.64 ci (140 cc)
Bore	2.495 in (63.40 mm)
Stroke	1.750 in (44.45 mm)
Oil Capacity	15 oz (0.44 L)

Engine Specifications

Model	093J00
Displacement	9.15 ci (150 cc)
Bore	2.583 in (65.60 mm)
Stroke	1.750 in (44.45 mm)
Oil Capacity	15 oz (0.44 L)

Tune-up Specifications *

Model	80000, 90000, 093J00
Spark Plug Gap	0.020 in (0.51 mm)
Spark Plug Torque	180 lb-in (20 Nm)
Armature Air Gap	0.006 - 0.014 in (0.15 - 0.36 mm)
Intake Valve Clearance	0.004 - 0.008 in (0.10 - 0.20 mm)
Exhaust Valve Clearance	0.004 - 0.008 in (0.10 - 0.20 mm)

* Engine power will decrease 3.5% for each 1,000 feet (300 meters) above sea level and 1% for each 10° F (5.6° C) above 77° F (25° C). The engine will operate satisfactorily at an angle up to 15°. Refer to the equipment operator's manual for safe allowable operating limits on slopes.

Common Service Parts ✓

Service Part	Part Number
Air Filter, Standard	799579
Air Filter, High Capacity	798452
Oil - SAE 30	100113
Fuel Additive	5041, 5058
Resistor Spark Plug	692051
Spark Plug Wrench	19576
Spark Tester	19368

✓ We recommend that you see any Briggs & Stratton Authorized Dealer for all maintenance and service of the engine and engine parts.

LIMITED WARRANTY

Briggs & Stratton warrants that, during the warranty period specified below, it will repair or replace, free of charge, any part that is defective in material or workmanship or both. Transportation charges on product submitted for repair or replacement under this warranty must be borne by purchaser. This warranty is effective for and is subject to the time periods and conditions stated below. For warranty service, find the nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM. The purchaser must contact the Authorized Service Dealer, and then make the product available to the Authorized Service Dealer for inspection and testing.

There is no other express warranty. Implied warranties, including those of merchantability and fitness for a particular purpose, are limited to the warranty period listed below, or to the extent permitted by law. Liability for incidental or consequential damages are excluded to the extent exclusion is permitted by law. Some states or countries do not allow limitations on how long an implied warranty lasts, and some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state and country to country. **

STANDARD WARRANTY TERMS * ▲

Brand/Product Type	Consumer Use	Commercial Use
Vanguard™ ■	3 years	3 years
Commercial Turf Series™	2 years	2 years
Engines Featuring Dura-Bore™ Cast Iron Sleeve	2 years	1 year
All Other Briggs & Stratton Engines	2 years	90 days

* These are our standard warranty terms, but occasionally there may be additional warranty coverage that was not determined at time of publication. For a listing of current warranty terms for your engine, go to BRIGGSandSTRATTON.COM or contact your Briggs & Stratton Authorized Service Dealer.

** In Australia – Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. For warranty service, find the nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM, or by calling 1300 274 447, or by emailing or writing to salesenquiries@briggsandstratton.com.au, Briggs & Stratton Australia Pty Ltd, 1 Moorebank Avenue, Moorebank, NSW, Australia, 2170.

▲ There is no warranty for engines on equipment used for prime power in place of a utility or for standby generators used for commercial purposes. Engines used in competitive racing or on commercial or rental tracks are not warranted.

■ Vanguard installed on standby generators: 2 years consumer use, no warranty commercial use. Vanguard installed on utility vehicles: 2 years consumer use, 2 years commercial use. Vanguard 3-cylinder liquid cooled: see Briggs & Stratton 3/LC Engine Warranty Policy.

The warranty period begins on the date of purchase by the first retail or commercial consumer. "Consumer use" means personal residential household use by a retail consumer. "Commercial use" means all other uses, including use for commercial, income producing or rental purposes. Once an engine has experienced commercial use, it shall thereafter be considered as a commercial use engine for purposes of this warranty.

Save your proof of purchase receipt. If you do not provide proof of the initial purchase date at the time warranty service is requested, the manufacturing date of the product will be used to determine the warranty period. Product registration is not required to obtain warranty service on Briggs & Stratton products.

About Your Warranty

This limited warranty covers engine-related material and/or workmanship issues only, and not replacement or refund of the equipment to which the engine may be mounted. Routine maintenance, tune-ups, adjustments, or normal wear and tear are not covered under this warranty. Similarly, warranty is not applicable if the engine has been altered or modified or if the engine serial number has been defaced or removed. This warranty does not include used, reconditioned, second-hand, or demonstration equipment or engines. This warranty does not cover engine damage or performance problems caused by:

- 1 The use of parts that are not original Briggs & Stratton parts;
- 2 Operating the engine with insufficient, contaminated, or an incorrect grade of lubricating oil;
- 3 The use of contaminated or stale fuel, gasoline formulated with ethanol greater than 10%, or the use of alternative fuels such as liquefied petroleum or natural gas on engines not originally designed/manufactured by Briggs & Stratton to operate on such fuels;
- 4 Dirt which entered the engine because of improper air cleaner maintenance or re-assembly;

- 5 Striking an object with the cutter blade of a rotary lawn mower, loose or improperly installed blade adapters, impellers, or other crankshaft coupled devices, or excessive v-belt tightness;
- 6 Associated parts or assemblies such as clutches, transmissions, equipment controls, etc., which are not supplied by Briggs & Stratton;
- 7 Overheating due to grass clippings, dirt and debris, or rodent nests which plug or clog the cooling fins or flywheel area, or by operating the engine without sufficient ventilation;
- 8 Excessive vibration due to over-speeding, loose engine mounting, loose or unbalanced cutter blades or impellers, or improper coupling of equipment components to the crankshaft;
- 9 Misuse, lack of routine maintenance, shipping, handling, or warehousing of equipment, or improper engine installation.

Warranty service is available only through Briggs & Stratton Authorized Service Dealers. Locate your nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM or by calling 1-800-233-3723 (in USA).

California, U.S. EPA, and Briggs & Stratton Corporation Emissions Control Warranty Statement
Your Warranty Rights And Obligations
For Briggs & Stratton Engine Models with "F" Trim Designation
(Model-Type-Trim Representation xxxxxx xxxx Fx)

January 2014

The California Air Resources Board, U.S. EPA, and Briggs & Stratton (B&S) are pleased to explain the emissions control system warranty on your Model Year 2014-2015 engine/equipment. In California, new small off-road engines and large spark ignited engines less than or equal to 1.0 liter must be designed, built, and equipped to meet the State's stringent anti-smog standards. B&S must warrant the emissions control system on your engine/equipment for the periods of time listed below provided there has been no abuse, neglect, or improper maintenance of your engine/equipment.

Your exhaust emissions control system may include parts such as the carburetor or fuel injection system, ignition system, and catalytic converter. Also included may be hoses, belts, connectors, sensors, and other emissions-related assemblies. Your evaporative emission control system may include parts such as: carburetors, fuel tanks, fuel lines, fuel caps, valves, canisters, filters, vapor hoses, clamps, connectors, and other associated components.

Where a warrantable condition exists, B&S will repair your engine/equipment at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage:

Small off-road engines and large spark ignited engines less than or equal to 1.0 liter, and any related emissions components of the equipment, are warranted for two years*. If any

emissions-related part on your B&S engine/equipment is defective, the part will be repaired or replaced by B&S.

* Two years or for the time period listed in the respective engine or product warranty statement, whichever is greater.

Owner's Warranty Responsibilities:

- ❑ As the engine/equipment owner, you are responsible for the performance of the required maintenance listed in your Operator's Manual. B&S recommends that you retain all receipts covering maintenance on your engine/equipment, but B&S cannot deny warranty solely for the lack of receipts or your failure to ensure the performance of all scheduled maintenance.
- ❑ As the engine/equipment owner, you should however be aware that B&S may deny you warranty coverage if your engine/equipment or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.
- ❑ You are responsible for presenting your engine/equipment to a B&S distribution center, servicing dealer, or other equivalent entity, as applicable, as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have any questions regarding your warranty rights and responsibilities, you should contact B&S at 1-800-444-7774 (in USA) or BRIGGSandSTRATTON.COM.

Briggs & Stratton Emissions Control Warranty Provisions

The following are specific provisions relative to your Emissions Control Warranty Coverage. It is in addition to the B&S engine warranty for non-regulated engines found in the Operator's Manual.

1. Warranted Emissions Parts

Coverage under this warranty extends only to the parts listed below (the emissions control systems parts) to the extent these parts were present on the B&S engine and/or B&S supplied fuel system.

- a. Fuel Metering System
 - ❑ Cold start enrichment system (soft choke)
 - ❑ Carburetor and internal parts
 - ❑ Fuel pump
 - ❑ Fuel line, fuel line fittings, clamps
 - ❑ Fuel tank, cap and tether
 - ❑ Carbon canister
- b. Air Induction System
 - ❑ Air cleaner
 - ❑ Intake manifold
 - ❑ Purge and vent line
- c. Ignition System
 - ❑ Spark plug(s)
 - ❑ Magneto ignition system
- d. Catalyst System
 - ❑ Catalytic converter
 - ❑ Exhaust manifold
 - ❑ Air injection system or pulse valve
- e. Miscellaneous Items Used in Above Systems
 - ❑ Vacuum, temperature, position, time sensitive valves and switches
 - ❑ Connectors and assemblies

2. Length of Coverage

For a period of two years from date of original purchase*, B&S warrants to the original purchaser and each subsequent purchaser that the engine is designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board; that it is free from defects in material and workmanship that could cause the failure of a warranted part; and that it is identical in all material respects to

the engine described in the manufacturer's application for certification. The warranty period begins on the date the engine is originally purchased.

* Two years or for the time period listed in the respective engine or product warranty statement, whichever is greater.

The warranty on emissions-related parts is as follows:

- ❑ Any warranted part that is not scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.
- ❑ Any warranted part that is scheduled only for regular inspection in the Operator's Manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
- ❑ Any warranted part that is scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
- ❑ Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts by the owner will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

3. Consequential Coverage

Coverage shall extend to the failure of any engine components caused by the failure of any warranted emissions parts.

4. Claims and Coverage Exclusions

Warranty claims shall be filed according to the provisions of the B&S engine warranty policy. Warranty coverage does not apply to failures of emissions parts that are not original equipment B&S parts or to parts that fail due to abuse, neglect, or improper maintenance as set forth in the B&S engine warranty policy. B&S is not liable for warranty coverage of failures of emissions parts caused by the use of add-on or modified parts.

Look For Relevant Emissions Durability Period and Air Index Information On Your Small Off-Road Engine Emissions Label

Engines that are certified to meet the California Air Resources Board (CARB) small off-road Emissions Standard must display information regarding the Emissions Durability Period and the Air Index. Briggs & Stratton makes this information available to the consumer on our emissions labels. The engine emissions label will indicate certification information.

The Emissions Durability Period describes the number of hours of actual running time for which the engine is certified to be emissions compliant, assuming proper maintenance in accordance with the Operator's Manual. The following categories are used:

Moderate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 50 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time.

Intermediate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 250 hours of actual engine running time.

Extended:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 300 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 500 hours of actual engine running time.

For example, a typical walk-behind lawn mower is used 20 to 25 hours per year. Therefore, the Emissions Durability Period of an engine with an intermediate rating would equate to 10 to 12 years.

Briggs & Stratton engines are certified to meet the United States Environmental Protection Agency (USEPA) Phase 2 or Phase 3 emissions standards. The Emissions Compliance Period referred to on the Emissions Compliance label indicates the number of operating hours for which the engine has been shown to meet Federal emissions requirements.

For engines at or less than 80 cc displacement:

Category C = 50 hours, Category B = 125 hours, Category A = 300 hours

For engines greater than 80 cc displacement and less than 225 cc displacement:

Category C = 125 hours, Category B = 250 hours, Category A = 500 hours

For engines of 225 cc or more displacement:

Category C = 250 hours, Category B = 500 hours, Category A = 1000 hours

California, U.S. EPA, and Briggs & Stratton Corporation Emissions Control Warranty Statement
Your Warranty Rights And Obligations
For Briggs & Stratton Engine Models with "B" or "G" Trim Designation
(Model-Type-Trim Representation xxxxxx xxxx Bx or xxxxxx xxxx Gx)

January 2014

The California Air Resources Board, U.S. EPA, and Briggs & Stratton (B&S) are pleased to explain the emissions control system warranty on your Model Year 2014-2015 engine. In California, new small off-road engines and large spark ignited engines less than or equal to 1.0 liter must be designed, built, and equipped to meet the State's stringent anti-smog standards. B&S must warrant the emissions control system on your engine for the periods of time listed below provided there has been no abuse, neglect, or improper maintenance of your engine.

Your exhaust emissions control system may include parts such as the carburetor or fuel injection system, ignition system, and catalytic converter. Also included may be hoses, belts, connectors, sensors, and other emissions-related assemblies.

Where a warrantable condition exists, B&S will repair your engine at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage:

Small off-road engines and large spark ignited engines less than or equal to 1.0 liter, are warranted for two years*. If any emissions-related part on your B&S engine is defective, the part will be repaired or replaced by B&S.

* Two years or for the time period listed in the respective engine or product warranty statement, whichever is greater.

Owner's Warranty Responsibilities:

- As the engine owner, you are responsible for the performance of the required maintenance listed in your Operator's Manual. B&S recommends that you retain all receipts covering maintenance on your engine, but B&S cannot deny warranty solely for the lack of receipts or your failure to ensure the performance of all scheduled maintenance.
- As the engine owner, you should however be aware that B&S may deny you warranty coverage if your engine or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.
- You are responsible for presenting your engine to a B&S distribution center, servicing dealer, or other equivalent entity, as applicable, as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have any questions regarding your warranty rights and responsibilities, you should contact B&S at 1-800-444-7774 (in USA) or BRIGGSandSTRATTON.COM.

Briggs & Stratton Emissions Control Warranty Provisions

The following are specific provisions relative to your Emissions Control Warranty Coverage. It is in addition to the B&S engine warranty for non-regulated engines found in the Operator's Manual.

1. Warranted Emissions Parts

Coverage under this warranty extends only to the parts listed below (the emissions control systems parts) to the extent these parts were present on the B&S engine.

- Fuel Metering System**
 - Cold start enrichment system (soft choke)
 - Carburetor and internal parts
 - Fuel pump
- Air Induction System**
 - Air cleaner
 - Intake manifold
- Ignition System**
 - Spark plug(s)
 - Magneto ignition system
- Catalyst System**
 - Catalytic converter
 - Exhaust manifold
 - Air injection system or pulse valve
- Miscellaneous Items Used in Above Systems**
 - Vacuum, temperature, position, time sensitive valves and switches
 - Connectors and assemblies

2. Length of Coverage

For a period of two years from date of original purchase*, B&S warrants to the original purchaser and each subsequent purchaser that the engine is designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board; that it is free from defects in material and workmanship that could cause the failure of a warranted part; and that it is identical in all material respects to the engine described in the manufacturer's application for certification. The warranty period begins on the date the engine is originally purchased.

* Two years or for the time period listed in the respective engine or product warranty statement, whichever is greater.

The warranty on emissions-related parts is as follows:

- Any warranted part that is not scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.
- Any warranted part that is scheduled only for regular inspection in the Operator's Manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
- Any warranted part that is scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
- Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts by the owner will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

3. Consequential Coverage

Coverage shall extend to the failure of any engine components caused by the failure of any warranted emissions parts.

4. Claims and Coverage Exclusions

Warranty claims shall be filed according to the provisions of the B&S engine warranty policy. Warranty coverage does not apply to failures of emissions parts that are not original equipment B&S parts or to parts that fail due to abuse, neglect, or improper maintenance as set forth in the B&S engine warranty policy. B&S is not liable for warranty coverage of failures of emissions parts caused by the use of add-on or modified parts.

**Look For Relevant Emissions Durability Period and Air Index Information
On Your Small Off-Road Engine Emissions Label**

Engines that are certified to meet the California Air Resources Board (CARB) small off-road Emissions Standard must display information regarding the Emissions Durability Period and the Air Index. Briggs & Stratton makes this information available to the consumer on our emissions labels. The engine emissions label will indicate certification information.

The **Emissions Durability Period** describes the number of hours of actual running time for which the engine is certified to be emissions compliant, assuming proper maintenance in accordance with the Operator's Manual. The following categories are used:

Moderate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 50 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time.

Intermediate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 250 hours of actual engine running time.

Extended:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 300 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 500 hours of actual engine running time.

For example, a typical walk-behind lawn mower is used 20 to 25 hours per year. Therefore, the **Emissions Durability Period** of an engine with an **Intermediate** rating would equate to 10 to 12 years.

Briggs & Stratton engines are certified to meet the United States Environmental Protection Agency (USEPA) Phase 2 or Phase 3 emissions standards. The Emissions Compliance Period referred to on the Emissions Compliance label indicates the number of operating hours for which the engine has been shown to meet Federal emissions requirements.

For engines at or less than 80 cc displacement:

Category C = 50 hours, Category B = 125 hours, Category A = 300 hours

For engines greater than 80 cc displacement and less than 225 cc displacement:

Category C = 125 hours, Category B = 250 hours, Category A = 500 hours

For engines of 225 cc or more displacement:

Category C = 250 hours, Category B = 500 hours, Category A = 1000 hours



Eckert Seamans Cherin & Mellott, LLC
1717 Pennsylvania Avenue, N.W.
12th Floor
Washington, D.C. 20006

TEL 202 659 6600
FAX 202 659 6699
www.eckertseamans.com

Michael A. Wiegard
Direct Dial: 202.659.6603
mwiegard@eckertseamans.com

October 16, 2015

VIA E-MAIL AND FEDEX

Daniel S. Haltiwanger, Esq.
Richardson, Patrick, Westbrook & Brickman, LLC
1730 Jackson Street
Barnwell, SC 29812

Re: Notice of Intent to Sue Kawasaki Motors Corp., U.S.A.

Dear Mr. Haltiwanger:

This letter responds to your August 19, 2015 Notice of Intent ("Notice") regarding the intended filing by the South Carolina Clean Air Initiative ("SCCAI") of a citizen suit under §304 of the Clean Air Act ("CAA"), 42 U.S.C. §7604, against this firm's client Kawasaki Motors Corp., U.S.A. ("Kawasaki") for alleged violations of the CAA. Kawasaki is committed to complying fully with all applicable environmental requirements regarding its products. The company correspondingly reviews and considers any legitimate compliance concerns that arise from whatever source. As demonstrated below, a review and analysis of the allegations against Kawasaki set forth in the Notice shows that they are without merit and that the underlying factual contentions are erroneous. It is therefore incumbent upon you and your client to elect not to proceed to file such a baseless CAA citizen suit against Kawasaki.

Analysis of Allegations

The following is a brief response to your claims in the Notice that Kawasaki's Emission Control System Warranty and Owners Manual for its FJ180V 4-stroke air-cooled gasoline engine are deficient:

1. Kawasaki's warranty violates 40 C.F.R. §1054.125(f) *Source of parts and repairs.*

40 C.F.R. 1054.125(f)(1) provides as follows:

You may disregard the requirements in this paragraph (f) if you do one of two things: (1) provide a component or service without charge under the purchase agreement; (2) get us to waive this provision in the public interest by convincing us the engine will work properly only with the identified component or service.

The Kawasaki Emission Control System Warranty specifically provides that diagnostic labor associated with a defective emission-related part as well as the repair or replacement of any such part will be done at no charge to the owner at an authorized Kawasaki dealer. Under the clear terms of the regulation, the requirements of 40 C.F.R. 1054.125(f) thus do not apply to Kawasaki, and this allegation is baseless.

Nonetheless, it should be noted that the following statement appears on the first page of Kawasaki's written maintenance instructions (page 15 of the Owners Manual):

Maintenance, replacement or repair of the emission control devices and systems may be performed by any non-road engine repair establishment or individual.

2. Kawasaki's warranty also violates 40 C.F.R. §1068.101(b)(6) *Warranty, recall and maintenance instructions.*

As you note, this regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems (Emphasis added).

As noted in response to allegation 1 above, 40 C.F.R. 1054.125(f)(1) specifically provides that an engine manufacturer may disregard this prohibition, as it likewise appears in 40 C.F.R. §1054.125(f), if like Kawasaki, it is providing repair or replacement

of warranted components and related labor without charge to the customer at authorized dealers. This allegation is therefore similarly without merit.

3. Kawasaki's warranty on the mower also violates 40 C.F.R. §1054.115(c) *Altitude adjustments*

High altitude performance adjustment information is provided at page 4 of the Kawasaki Owner's Manual for the FJ180V engine. In particular, this includes a specific statement that to improve emission control performance of engines operated above 3,300 ft. (1,000 meters), Kawasaki recommends EPA and CARB-approved modification in the form of installation of a high altitude adjustment kit. Kawasaki has self-disclosed to EPA pursuant to agency's audit policy that it is improving specific language in its Owner's Manual relating to the possible effects of operating the engine with the wrong engine configuration at a given altitude. This allegation is likewise without merit.

4. Kawasaki's Limited Warranty for the Four Cycle Engine violates 40 C.F.R. §1054.120(e).

40 C.F.R. §1054.120(e) reads as follows:

Owners Manual. Describe in the owners manual the emission-related warranty provisions from this section that apply to the engine. Include instructions for obtaining service consistent with the requirements of paragraph (f) of this section.

The allegation is apparently that the Emission Control System Warranty provided by Kawasaki is not part of the owners manual and further, that the Limited Warranty for the Four Cycle Engine somehow contradicts the existence of the Emission Control System Warranty.

40 C.F.R. §1054.801 defines ("Owners manual") as follows:

Owners manual means a document or collection of documents prepared by the engine manufacturer for the owner or operator to describe appropriate engine maintenance, applicable warranties, and any other information related to operating or keeping the engine. The owners manual is typically provided to the ultimate purchaser of the time of sale. The owners manual may be in paper or electronic format.

The Kawasaki Emission Control System Warranty is one of the documents provided to the ultimate purchaser at the time of sale, and thus is by definition part of the owners manual, thereby meeting the requirements of 40 C.F.R. §1054.120(e). This allegation is baseless.

5. The Kawasaki Limited Warranty Four Cycle Engine violates 40 C.F.R. §1054.125(f), *Source of parts and repairs*.

As explained in response to allegation 1 above, 40 C.F.R. §1054.125(f)(1) specifically provides that the requirements of this paragraph do not apply if the engine manufacturer provides emission-related component repair or replacement and related labor without charge to the customer. As previously noted, this is precisely what Kawasaki does by providing emission component warranty repairs and service without charge through its authorized dealers. This allegation is therefore also baseless.

6. Kawasaki's Limited Warranty Four Cycle Engine also violates 40 C.F.R. §1068.101(b)(6) *Warranty recall and maintenance instructions*.

As noted in response to allegation 2 above, this section begins with "except as specifically provided by regulation . . ." 40 C.F.R. §1054.125(f)(1) specifically provides that an engine manufacturer may disregard the referenced prohibition, as it likewise appears in 40 C.F.R. §1054.125(f), if like Kawasaki, it provides emission-related component repair or replacement and related labor to the customer free of charge at authorized dealers. This allegation is similarly baseless.

7. The Kawasaki Limited Warranty Four Cycle Engine also violates 40 C.F.R. §1054.120(a) *General requirements*:

40 C.F.R. §1054.120 is entitled "What emission-related warranty requirements apply to me?" This section of the regulation therefore applies to the Kawasaki Emission Control System Warranty rather than the Kawasaki Limited Warranty Four Cycle Engine. Subsection (a) then goes on to state "you must warrant to the ultimate purchaser and each subsequent purchaser that the new engine, including all parts of its emission system, meets two conditions. . ." (Emphasis added).

In accordance with this requirement, the Kawasaki Emission Control System Warranty specifically states that "Kawasaki warrants to the ultimate purchaser and each subsequent purchaser" that the engine conforms with all applicable regulations and is free

from defects. (Emphasis added). The Emission Control System Warranty accordingly clearly fulfills this requirement, and the allegation thus is baseless.

8. Kawasaki's warranty violates 40 C.F.R. §1054.120(f)(1) *Requirements related to warranty claims*:

As noted above, 40 C.F.R. §1054.120 is entitled "What emission-related warranty requirements apply to me?" and thus applies to the Kawasaki Emission Control System Warranty rather than the Kawasaki Limited Warranty Four Cycle Engine. 40 C.F.R. §1054.120(f)(1) requires that the engine manufacturer "provide and monitor a toll-free telephone number and an e-mail address" for owners to receive information about how to make a warranty claim and how to make arrangements for authorized repairs.

In accordance with this requirement, Kawasaki's Emission Control System Warranty provides the following toll-free telephone number to receive information about warranty claims: (877) 364-6404. The Emission Control System Warranty also provides the following e-mail address for customers to contact in order to receive warranty claim information: kawpower-website@kmc-usa.com. The Kawasaki Emission Control System Warranty is accordingly fully compliant with these requirements in the regulations, and the allegation is therefore baseless.

Reasons for Deciding Not to File a Citizen Suit Against Kawasaki

Pursuant to Rule 11 of Federal Rules of Civil Procedure, by filing a complaint with the court, an attorney certifies that to the best of his knowledge, information and belief formed after an inquiry reasonable under the circumstances, the claims are warranted by a nonfrivolous argument and the factual contentions have evidentiary support. F.R.C.P. 11(b)(2) and (3). As demonstrated above, the allegations presented in the Notice are entirely without merit, and thus frivolous. Moreover, the factual contentions underlying the allegations not only lack evidentiary support, but also are flatly untrue.

You are therefore on notice that filing a complaint against Kawasaki which contains these allegations and factual contentions would constitute a violation of Rule 11(b). As you know, the Court may impose an appropriate sanction for such a violation, including an award of attorneys' fees to the other party. In addition, the CAA citizen suit provision itself allows for the recovery of attorneys' fees by any party, whenever the court determines such an award is appropriate. 42 U.S.C. §7604(d).

A court has recently awarded substantial attorneys' fees to the defendant in a citizen suit case after determining that the claims were frivolous from the beginning and that the plaintiff was so informed prior to filing the law suit. See Sierra Club v. Energy Future Holdings Corp., No. 6:12-cv-00108-WSS, ECF No. 305 (W.D. Tex. Aug. 29, 2014).

Finally, any publication, as in a press or media release, of false statements regarding Kawasaki having violated environmental regulations which result in injury to the company's reputation and business with its dealers and customers would give rise to a counterclaim for defamation. See Erickson v. Jones Street Publishers LLC, 368 S.C. 444 (S.C. 2006).

For the reasons set forth in this letter, I urge you and your client to carefully consider the foregoing analysis and decide not to file a baseless and vexatious citizen suit against Kawasaki for non-existent CAA violations.

Sincerely,



Michael A. Wiegard
Counsel for Kawasaki Motors Corp., U.S.A.

cc: Evan Belser, Chief, Mobile Source Enforcement Branch, EPA

Kulschinsky, Edward

From: doering.traci@basco.com on behalf of Hanz, Patricia <hanz.patricia@basco.com>
Sent: Monday, October 19, 2015 5:41 PM
To: dhaltiwanger@rpwb.com
Cc: Patricia Hanz; Guerry, William M.; taylorwm@dhec.sc.gov; scag@scag.gov; angela.e.radel@lowes.com; 'Larry Muscarella; Heather.Ross@mtdproducts.com; Belser, Evan; Brooks, Phillip
Subject: Notice of Intent to File Citizen Suit
Attachments: 20151019162948.pdf; 20151019163010.pdf

Dear Mr. Haltiwanger,

On behalf of Briggs & Stratton Corporation, enclosed is a comprehensive response to your Notice of Intent to File a Citizen Suit against Briggs & Stratton. Briggs & Stratton is proactively and transparently providing you this information so that you and your client can make a better informed decision. I am sending out to you today a hard copy of the enclosed letter and attachments via FedEx.

Please let me know if you have any questions or if I can be of any assistance in constructively resolving the concerns you've raised in a manner that fully responds to the enclosed documentation.

--

Patricia Hanz

Deputy General Counsel

Briggs & Stratton Corporation

P.O. Box 702

Milwaukee, WI 53201-0702

Hanz.patricia@basco.com

Office: 414-256-1198

Cell: 414-881-7370

Kulschinsky, Edward

From: Michael A. Wiegard <MWiegard@eckertseamans.com>
Sent: Friday, October 16, 2015 2:51 PM
To: dhaltiwanger@rpwb.com
Cc: Belser, Evan
Subject: Response to Notice of Intent to Sue Kawasaki Motors Corp., U.S.A.
Attachments: LETTER TO DANIEL S HALTIWANGER ESQ (N0229556).pdf

Please see the attached letter responding to your August 19, 2015 Notice of Intent to sue this firm's client Kawasaki Motors Corp., U.S.A. for alleged violations of the Clean Air Act.

Michael A. Wiegard, Esq.
ECKERT SEAMANS CHERIN & MELLOTT, LLC

1717 Pennsylvania Avenue, N.W. • 12th Floor • Washington, DC 20006
Direct (202) 659-6603
mwiegard@eckertseamans.com

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McCarty Law LLP

2401 E. Enterprise Avenue
Appleton, WI 54913-7887

p 920-882-4070
f 920-882-7986

www.McCarty-Law.com

Writer's Direct Dial Number
920-257-2208

Writer's Email Address
gcurry@mccarty-law.com

October 16, 2015

BY EMAIL

Mr. Daniel S. Haltiwanger
Richardson, Patrick, Westbrook & Brickman LLC
1730 Jackson Street
Barnwell SC 29812

Dear Mr. Haltiwanger:

This firm represents Ariens Company. I am writing on its behalf regarding your August 19, 2015, letter to U.S. EPA Administrator, Gina McCarthy. In that letter, you make allegations that Ariens has violated certain provisions of the Clean Air Act and related administrative regulations and have threatened to commence litigation against Ariens under 42 U.S.C § 7604 if the Administrator fails to timely inform you that EPA intends to file an enforcement action of its own against Ariens Company. For the convenience of those copies on this letter, I enclose a copy of your Notice and the attachments, including the warranties referenced throughout this letter.

After reviewing the allegations in your letter and accompanying documentation and reviewing the applicable legal authorities, it is our opinion that Ariens has not committed any of the violations of the Clean Air Act alleged in your letter and that any action which you might bring under Sec. 7604 against Ariens Company would have no merit. Neither the facts nor the law support your position.

1. Ariens Company is not a "certifying manufacturer."

At the heart of your allegations is your assumption that Ariens Company is a certifying manufacturer. It is not. Ariens Company does not give an ECS warranty. It gives additional warranties that are separate and distinct from the ECS warranty. The regulations cited in your letter which are contained in 40 CFR § 1054 do not apply to Ariens Company. Those regulations apply only to the manufacturer of the engine who certifies its compliance with the Clean Air Act. 40 C.F.R. § 1054.2. As attachments to your notice clearly indicate, the certifying manufacturer of this engine is Kawasaki Heavy Industries. The warranty provisions of 40 CFR § 1068.101 (b)(6) apply only to emission related warranty obligations under 40 CFR § 1068.115. That administrative regulation, 40 CFR Section 1068.115, applies only to, "certifying manufacturers."

You have no factual basis to allege that Ariens Company is a certifying manufacturer. In fact, the attachments to your notice contradict such an allegation.

Ariens Company's position was confirmed by Senior EPA managers as recently as October 15, 2015. It is my understanding that they use the term "certifying manufacturer" to exclusively mean the engine manufacturer. See 40 CFR 1054.20 providing, "Engine manufacturers that assemble an engine's complete fuel system are considered to be the equipment manufacturer with respect to evaporative emissions."

2. The violations alleged are not actionable in a citizens' suit.

I will first generally address the allegations in your letter that Ariens Company has violated provisions of the Clean Air Act and related administrative regulations. Your first alleged violation rests on the assumption that U.S.C. § 7547 adopts the warranty provisions in U.S.C. § 7541 (a). That is not the case. Section 7547 subjects standards adopted pursuant to that section to the provisions of Sec. 7541. Section 7547 does not adopt any of the warranty provisions contained in Sec. 7541 (a). Simply stated, the violations you assert are not actionable under the Act by way of a citizens' suit.

I now turn to your threat to commence a citizen's suit under 42 U.S.C. § 7604 (a). That statute does not authorize citizen suits for every alleged violation of the Clean Air Act. In your letter you state that any lawsuit which you might bring would be based upon the provision of Sec. 7604 (a) which permits a citizen suit, "against any person... who has alleged to have violated... or to be in violation of (A) an emission standard or limitation under this Act or (B) an order issued by the Administrator or State with respect to such a standard or limitation." Sec. 7604 (f) defines what constitutes an emission standard or limitation under the Clean Air Act. Neither an owner's manual nor a product warranty is an emission standard or a limitation within the meaning of that definition. Therefore, Sec. 7604 does not permit a citizen suit for alleged deficiencies, inadequacies or omissions in the language of an owner's manual or product warranty. Your notice does not allege any violation of an emission standard.

3. Your client lacks standing.

Furthermore, based upon the information in your letter, it appears that your client, South Carolina Clean Air Initiative, would lack standing to bring any lawsuit under Section 7604 because your client has not suffered any injury – in-fact, as required by the Article III Constitutional minimum standing requirement. In fact, your client was apparently formed on June 1, 2015 and would appear to have been formed solely to pursue this action. In furtherance of our suspicion, I note that the purchaser information contained on the purchase confirmation has been redacted and the purchase date was June 8, 2015. Ariens Company has not received a request for any warranty repairs. Of course, your 60 day notice to the EPA was forwarded on August 19, 2015. You present no facts in your notice that your client was actually harmed.

In fact, your client would have to show: (1) and injury in fact that is concrete, particularized and actual or imminent; (2) that the injury is fairly traceable to Ariens Company's challenged conduct and (3) that it is likely that the alleged injury will be redressed by a favorable decision. No facts supporting these elements appear anywhere in your notice; such facts are not supportable by your client.

4. The violations alleged are factually and legally frivolous.

As to the specific violations alleged, the certifying manufacturer's warranty statements fully comply with the Act. Of course, the Ariens Company manual appropriately and clearly defers to the certifying engine manufacturer's warranties on all aspects of the engine, including emissions warranty. The Ariens Company owner's manual is, on its face, in addition to the ECS warranty which is distinct for the engine limited warranty. These warranties set forth the responsibilities of the manufacturer giving the particular warranty.

Your arguments are necessarily limited to the ECS warranty as given by the certifying manufacturer.

Your interpretation of the Act regarding even the certifying manufacturer's duties is not supportable. For instance, you allege a violation under:

(1) 1054.125(f). The ECS warranty is compliant; it allows that service may be done by "any nonroad engine repair establishment or individual." It does not require any components by brand.

(2) 1054.120(f)(1). The ECS warranty is compliant. It is a three year warranty.

(3) 1054.120(a). Again, the ECS warranty is compliant. The ECS warranty is not limited to the original purchaser.

(4) 1068.115(b)(6). We are unaware of any warranty claims being denied because of the use of harmful fuels. Certainly, you have not alleged that your client was so denied.

(5) 1054.115(c). Again, Ariens Company did not certify and did not rely on an altitude kit.

(6) 1068.101(b)(6). There is no requirement in this section that Ariens Company pay for transportation costs. See 1054.120(f). Further, you ignore the fact that the Act provides "except as specifically allowed by regulation." This warranty provision is specifically allowed; the certifying manufacturer is allowed to limit service providers and parts if such are provided "without charge under the purchase agreement." See 1054.125(f)(1).

(7) 1054.120(f)(1). The ECS warranty contains both a toll free number and an email address.

(8) 1068 Appendix. Again, the ECS warranty is clearly compliant.

5. Fees and Costs/Rule 11 Sanctions

Section 7604 (d) authorizes the court to award costs, including reasonable attorney fees annexed for witness fees, to any party, not just a successful plaintiff. If you do sue Ariens Company under that statute, you may rest assured that Ariens Company will defend the lawsuit vigorously and will seek to obtain all of its costs, including attorney fees and expert witness fees, from your client. Should your client seek a temporary restraining or preliminary injunction, Ariens will ask that the Court require your client file a bond or other security in accordance with the provisions of F.R. Civ. P. 65.

Further, as you know, attorneys must make a reasonable inquiry of the facts and law prior to filing allegations. By this letter, Ariens Company puts you on notice that your claims are frivolous. Both you and your client will, in our opinion, become responsible for the costs of this action. Of course, one of your responsibilities in that regard is to discuss the potential of these sanctions with your client and its members.

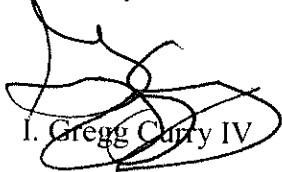
6. Defamation

Ariens Company further believes that any claim that you or your client may make to third parties that Ariens Company has violated any of the provisions of the Clean Air Act are defamatory and will pursue all remedies available.

We urge you and your client to re-examine your intentions. This letter serves as notice that your EPA notice alleges claims, in our opinion, that are factually and legally frivolous. Both your firm and your client could be subject to significant liability pursuant to Rule 11 for filing an action based on those claims.

Yours very truly,

McCarty Law LLP



I. Gregg Curry IV

GIC/dmz

Copies to Even Belser, EPA-OECA
Phil Brooks, EPA-OECA
Teresa Roseborough, The Home Depot
Donald Koprowski, Kawasaki Motors Corp.
SC DHEC, Marshall Taylor
SC AG, Alan Wilson